



471697

Modern  
Industrial & Commercial  
Services

Foundry Sand Processing -- Materials Handling -- Industrial Hauling

TRUCKS — FRONT END LOADER

SHAKER — MAGNETIC CONVEYOR

104 S. ALBION

PHONE NA 9-2398

ALBION, MICHIGAN

December 7, 1964

TO THE CITY CLERK FOR THE CITY OF ALBION, MICH.

I James M. Benjamin do submit a bid of \$4800.00  
for bulldozing the city of Albion, Mich. waste yard.  
The equipment to be used.

- I Terratrack bulldozer
- I Ford Industrial front end loader
- I Ford dump truck

THANK YOU  
JAMES M. BENJAMIN  
104 S. Albion St.  
Albion, Mich.

CONTRACT

MAINTENANCE OF CITY WASTE YARD

THIS AGREEMENT, made 7<sup>th</sup> day of January, 1965, by and between Modern Industrial and Commercial Services, Albion, Michigan, hereinafter called the "Contractor" and the City of Albion, Michigan, hereafter called the "Owner".

ARTICLE I. Scope of Work: The Contractor shall perform everything required to be performed and shall provide and furnish all labor, material, and equipment required to properly maintain the City Waste Yard in strict accordance to the Specifications prepared by the City of Albion, including any and all addendas, and the other Contract documents mentioned and made a part hereof.

ARTICLE II. Contract Price: In consideration of the faithful performance of all the provisions contained in the specifications of the Owner by the Contractor, the Owner shall pay and the Contractor shall receive the prices stipulated in his Proposal, as full compensation for everything furnished or done by the Contractor under this contract. Payments are to be made to the Contractor monthly upon receipt of an invoice, subject to the provisions embodied in the documents made part of this contract.

ARTICLE III. Component Parts of this Contract: This Contract consists of the following component parts, all of which are fully a part of the contract of herein set out verbatim.

- 1). Advertisement for Bids
- 2). Instruction to Bidders
- 3). Specifications
- 4). Proposal
- 5). Contract

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counter parts the day and year first above mentioned.

CITY OF ALBION

BY L.M. Johnson  
MAYOR

BY

Macel Bailey  
CITY CLERK

WITNESS

CONTRACTOR

William L. Reigin

BY Modern Industrial & Comm. Service

BY James M. Bemis

THE CITY OF ALBION, MICHIGAN

Auth - Leon Blank

WARD

December 7, 1964

**COPY**

Sealed proposals will be received by the City Clerk at his office in the Albion City Hall, 112 West Cass Street, Albion, Michigan, until 4:00 P.M., Monday, December 7, 1964, for the maintenance of the City waste yard, meeting the specifications set forth below. The bids will be opened and read aloud at the Albion City Hall, at 4:00 P.M., Monday, December 7, 1964.

**INSTRUCTIONS TO BIDDERS**

- 1). Proposals shall be enclosed in a sealed opaque envelope and must be marked "Proposal-City Waste Yard", City of Albion, addressed as given above, and giving the name of the bidder's name and address.
- 2). No bid shall be withdrawn after the opening of the bids without the consent of the City of Albion, for a period of thirty (30) days after scheduled time of closing bids.
- 3). The City of Albion reserves the right to reject any or all proposals or to waive defects and to accept the proposal which proves to be in the best interest of the City of Albion.

PROPOSAL FOR THE MAINTENANCE OF THE CITY WASTE YARD

CITY OF ALBION, MICHIGAN

The successful contractor will be required to push the rubbish over the bank at the City Waste Yard once daily, except Sundays and holidays, and to cover with fill dirt so that the rubbish is covered with a minimum of 6" of fill-dirt. The fill dirt and the trucks required for the hauling of the dirt will be furnished by the City. The Contractor shall load the dirt into the trucks and level the dirt upon the dump area. If the Contractor fails to maintain the waste yard properly or does not work at all on a scheduled work day, the Contractor may be penalized 75% of the daily maintenance charge for that day. The Contractor shall keep the covered dump area graded level so that people can drive to the designated dump areas and also keep the area free of debris which might be harmful to our taxes, etc. The Waste Yard shall be maintained to grade of the existing area elevations or as directed by the City. The amount of dirt dumped into the waste yard area will be controlled by the City (this is to insure that the area will be used to its fullest extent for rubbish waste and not just an area for disposing of dirt). There will be no times permitted at any time to dispose of rubbish.

The City shall provide an attendant during the hours that the waste yard is scheduled to be open to direct dumping of the rubbish, etc. An adequate building on skids will be provided at the waste yard for the attendant. The City will also provide signs to direct people to the proper area for dumping and also will be responsible for the dust conditions.

The final fill or top soil required upon the 6" base required under this proposal will be placed by the City. The Contractor shall assist in removing any dirt that might start at the dump at no additional cost to the City. The contractor shall state in his proposal the type of equipment that he will use to maintain the waste yard.

The City will pay the contractor monthly upon receipt of an invoice from the contractor.

The City Waste Yard will be open according to the following schedule:

|                                  |  |
|----------------------------------|--|
| <u>April 1st to November 1st</u> | Mon. thru Sat. - 8 AM. to 6 PM.<br>Sun. - 9 AM. to 10:30 PM. |
|----------------------------------|--|

Nov. 1st to April 1st

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|--|
| Mon. thru Sat. - 9 AM. to 5:00 PM.<br>Sun. - 9 AM. to 12 PM. |
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